

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE 01/20/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY Defense Logistics Agency- Energy Attn: Ira Crawford - FEBAA 8725 John J. Kingman Road, Suite 2954 Fort Belvoir, VA 22060-6222 Phone: (703) 767-9296 FAX: (703) 767-9269	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		<input checked="" type="checkbox"/> (X) 9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> SP0600-14-R-0061 9B. DATED (SEE ITEM 11) 06/09/2014 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> 10B. DATED (SEE ITEM 13)			
CODE	FACILITY CODE				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
<input type="checkbox"/>					
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
The amendment is available at <a href="http://www.fbo.gov">www.fbo.gov</a>  See continuation pages.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)			(Signature of Contracting Officer)		16C. DATE SIGNED
NSN 7540-01-152-8070 Previous edition unusable			<b>STANDARD FORM 30</b> (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

## Block 14 (CONT'D)

- A. This amendment is being issued to incorporate FAR Clause 52.219-7, NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (AUGUST 2011) (DEVIATION NUMBER 2011-D0001), in solicitation SP0600-14-R-0061. Note 6 on Standard Form 1449 references FAR Clause 52.219-7; however, the actual clause was erroneously omitted from the solicitation Addendum Package. The clause is run in full text below:

**52.219-7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (DEVIATION) (AUGUST 2011)  
(DEVIATION NUMBER 2011-D0001)**

- (a) *Definitions.* "Small business concern," as used in this clause, means a concern, including its affiliates, which is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) *General.*
- (1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more eligible small business concerns. Small business concerns interested in receiving a set-aside award should submit an offer in the same manner as though there were no set-aside. Quantities offered by qualified small business concerns will be evaluated for the non-set-aside and set-aside portions of the procurement. Separate offers should not be submitted on the non-set-aside and set-aside portions.
  - (2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation. The evaluation will be made as though there were no set-aside. For the purposes of set-aside evaluation, when an offer contains quantities of the same product at different prices, from different shipping points, or by different modes of transportation, each increment will be considered a separate offer. Negotiations will be limited to the offered quantities not awarded under the provision of (b)(4) below.
  - (3) The price for the set-aside portion will be negotiated by the Contracting Officer based on prices the Government would otherwise pay the successful offeror had there been no set-aside of the location under this solicitation, adjusted for transportation charges and other factors.
  - (4) The contractor(s) for the set-aside portion will be selected from among the small business concerns that submitted responsive offers on the non-set-aside portion. Except as provided below, negotiations will be conducted with the concern that submitted the lowest responsive offer on the non-set-aside portion. If the negotiations are not successful or if only part of the set-aside portion is awarded to that concern, negotiations will be conducted with the concern that submitted the second-lowest responsive offer on the non-set-aside portion. This process will continue until a contract or contracts are awarded for the entire set-aside portion. In the case of a small business concern whose offer is determined by the evaluation process to provide the lowest overall cost to the Government for the solicited items as a whole, award of a set-aside portion will be made to that small business concern without further negotiation. A small business concern will not be awarded a set-aside portion at a price higher than its offer price under the non-set-aside portion.
  - (5) The Government reserves the right not to consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.
  - (6) If eligible small business concerns do not offer a quantity of product sufficient to meet a set-aside requirement or do not offer to supply at the set-aside prices, the Government may make awards to the otherwise low offeror for all or any portion of the set-aside quantities, without regard to the size of the offeror. The total quantity that will be awarded to a small business offeror on both the non-set-aside and set-aside portions will not exceed the total quantity offered under this solicitation by such small business offerors. However, if insufficient product is offered by small business concerns to meet the quantity set aside for small business, small business concerns with which the Government has already commenced negotiations may be given an opportunity to offer additional product.
- (c) *Agreement.* For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

- B. All other terms and conditions remain unchanged and in full force and effect.